

EXHIBIT E

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

- - -

In Re: : Chapter 11
:
: Case No.
W.R. GRACE & CO., et al, : 01-01139 JKF
:
: (Jointly
Debtors : Administered)

- - -

Friday, May 1, 2009

- - -

Oral deposition of PETER VAN
N. LOCKWOOD, ESQUIRE, taken pursuant to
notice, was held at the offices of CAPLIN
& DRYSDALE, One Thomas Circle N.W., Suite
1100, Washington, DC 20005, commencing
at 9:43 a.m., on the above date, before
Lori A. Zabielski, a Registered
Professional Reporter and Notary Public
in and for the Commonwealth of
Pennsylvania.

- - -

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4
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6 PETER VAN N. LOCKWOOD, ESQUIRE

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1 - - -
 2 (It is hereby stipulated and
 3 agreed by and among counsel for
 4 the respective parties that the
 5 filing, sealing and certification
 6 of the deposition are waived; and
 7 that all objections, except as to
 8 the form of the question, will be
 9 reserved until the time of trial.)
 10 - - -

11 PETER VAN N. LOCKWOOD,
 12 ESQUIRE, after having been first
 13 duly sworn, was examined and
 14 testified as follows:
 15 - - -

EXAMINATION

17 - - -
 18 (ACC 30(b)(6)-1 and 2
 19 premarked for identification.)
 20 - - -

21 BY MR. BROWN:

22 Q. Good morning, Mr. Lockwood.

23 A. Good morning, Mr. Brown.

24 Q. You are appearing here today

1	- - -
2	DEPOSITION SUPPORT INDEX
3	- - -
4	
5	Direction to Witness Not to Answer:
6	Page Line Page Line
7	NONE
8	
9	
10	Request for Production of Documents:
11	Page Line Page Line
12	NONE
13	
14	
15	Stipulations:
16	Page Line Page Line
17	12 02
18	
19	
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21	Page Line Page Line
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24	

1 as the Rule 30(b)(6) designee for the
 2 ACC, correct?

3 A. Correct.

4 Q. And that is with respect to
 5 a number of 30(b)(6) notices, correct?

6 A. A very large number, yes.

7 Q. Can you look at the one
 8 that's been put before you and marked ACC
 9 Rule 30(b)(6)-1, which I will call ACC-1
 10 here after.

11 A. I have it.

12 Q. Can you identify it?

13 A. It is an Amended Notice of
 14 Deposition of Asbestos PI Committee
 15 Pursuant to Rule 30(b)(6) served by four
 16 insurance companies, One Beacon, Seaton,
 17 Geico, and Columbia. And it contains an
 18 attachment with definitions and topics
 19 which are the subject matter of
 20 testimony.

21 Q. Okay. And can you look at
 22 the document that I put before you that's
 23 marked ACC-2.

24 A. I have it.

Page 14

Page 16

1 Q. And identify that document,
2 please.
3 A. That document is the
4 Objections of the Official Committee of
5 Asbestos Personal Injury Claimants to
6 Rule 30(b)(6) Notices of Deposition
7 served by Certain Plan Objectors.
8 Q. Okay. And is it correct
9 that you are here today prepared to
10 testify about the topics that are listed
11 in ACC-1 subject to the objections that
12 appear in ACC-2?
13 A. The answer to that question
14 is yes, subject to the following caveats:
15 To the extent that the topics in this
16 notice or any of the other notices are
17 subjects that the ACC has a person with
18 knowledge on, I am here to testify about
19 it. To the extent that the ACC doesn't
20 have a person with knowledge on certain
21 topics, then I am here to testify that
22 the ACC doesn't have knowledge on those
23 topics.
24 Q. Okay. And --

1 Q. Have you ever seen this
2 document before?
3 A. Frankly, I am not sure.
4 Q. Okay.
5 A. I may have. I may not have.
6 Q. All right. Why don't you go
7 to the back of the document, starting
8 with page 9.
9 A. Page 9 or page 8?
10 Q. I am sorry. Page 8.
11 A. I am there.
12 Q. Can you identify that
13 document?
14 A. It appears to be a copy of a
15 Term Sheet for the Resolution of Asbestos
16 Personal Injury Claims entered into by a
17 variety of parties, including the ACC.
18 Q. Okay. Have you seen the
19 Term Sheet, either this Term Sheet or
20 some iteration of it previously?
21 A. I have seen the original of
22 it.
23 Q. Okay. Can you take a look
24 at what you have before you and tell me

Page 15

Page 17

1 A. And to the extent that
2 occurs, we will see how it occurs in the
3 course of the questions.
4 Q. Okay. And then you
5 mentioned ACC and a person with the ACC.
6 How are you using the term
7 "ACC"?
8 A. I am using it as the entity
9 that was appointed in the bankruptcy case
10 by the U.S. Trustee.
11 MR. BROWN: ACC-3.
12 (ACC 30(b)(6)-3 marked for
13 identification at this time.)
14 BY MR. BROWN:
15 Q. Okay. Mr. Lockwood, you now
16 have before you a document that should
17 have two exhibit labels on it. One is an
18 Exhibit-12 from the deposition of
19 Mr. Finke, and the other is ACC-3.
20 Could you identify the
21 document that has been marked as ACC-3?
22 A. It appears to be a Form 8-K
23 file by W.R. Grace & Company dated April
24 6, 2008.

1 whether it differs in any way from the
2 original?
3 MR. FINCH: Objection.
4 THE WITNESS: On the face of
5 it, it does not appear to
6 different. I mean, obviously, a
7 comparison of the original and
8 this copy would be the definitive
9 way of determining whether there
10 is a difference, but this looks to
11 be the same, as best I can recall.
12 BY MR. BROWN:
13 Q. Okay. And this document was
14 negotiated by the parties that executed
15 it, is that correct, or their counsel?
16 A. Broadly speaking, yes. I
17 mean, negotiated implies human beings in
18 a room or in some communication, and
19 these are all entities. So various
20 representatives of the entities that are
21 listed here in negotiated this document
22 on behalf of their respective principals.
23 Q. Is there anything in the
24 Term Sheet that you can see that's

Page 18

1 inaccurate?

2 MR. FINCH: Object to form.

3 THE WITNESS: To answer that
4 question, I would have to read
5 every word in the Term Sheet and
6 determine whether or not there are
7 statements in here which are
8 contained facts which might be
9 erroneously stated. I am not sure
10 that there are any such things.

11 BY MR. BROWN:

12 Q. Take a moment to review it,
13 if you would. It's not that long.

14 A. Well, I have read it. As
15 far as I can tell, it is accurate in the
16 sense that it states the terms of an
17 agreement, and those are the terms of the
18 agreement. It doesn't purport to recite
19 facts.

20 Q. Okay. Look at the first
21 sentence. There is a reference there to
22 certain of the principal terms and
23 conditions.

Do you see that?

Page 19

1 A. I do.

2 Q. Were there other principal
3 terms and conditions that were left off
4 the Term Sheet?

5 A. I don't believe there were
6 that had been negotiated, agreed on.

7 It is common that a Term
8 Sheet is subject to a definitive
9 agreement. And in a complicated
10 bankruptcy case, involving a complicated
11 settlement, it would be my understanding
12 and I believe the understanding of
13 everybody else that was involved in this
14 that this Term Sheet would only purport
15 to set out certain of the most -- what
16 the parties consider to be the most
17 important terms, and other terms would
18 remain to be negotiated as part of the
19 drafting of either the definitive Plan or
20 a more definitive settlement agreement or
21 whatever document would be required to
22 flesh out the details.

23 Q. Okay. Can you turn to page
24 9, and you will see under the Romanette

Page 20

1 5, there is a sentence that begins,
2 "Provided however..."?

3 A. Yes.

4 Q. Do you know to what that
5 refers?

6 MR. FINCH: Objection. I
7 caution the witness not to reveal
8 any privileged communications. If
9 you can answer the question
10 without divulging privileged
11 information, you can do so.

12 MS. HARDING: And I am going
13 to object also as to privilege as
14 to the relevancy of negotiations,
15 and I believe that -- well --
16 okay.

17 THE WITNESS: I am trying to
18 remember what this phrase referred
19 to at the time this Term Sheet was
20 entered into. As best I can
21 recall, at the time of the Term
22 Sheet, the concept that was
23 reflected by this language was
24 that what was going to be

Page 21

1 transferred to the Trust was
2 coverage for asbestos personal
3 injury claims, and to the extent
4 that there was coverage that
5 didn't -- that somehow or another
6 didn't cover asbestos personal
7 injury claims, like, for example,
8 workers' compensation insurance,
9 that wouldn't be transferred to
10 the Trust.

11 But since this Term Sheet
12 was superseded by the Plan
13 ultimately, I am not sure exactly
14 what the significance of this
15 particular term at this time is.

16 BY MR. BROWN:

17 Q. Okay. Well, putting aside
18 workers' compensation coverage, is there
19 any other coverage that you are aware of
20 that Grace has under the policies that
21 are being transferred to the Asbestos PI
22 Trust?

23 MR. FINCH: Objection to the
24 form.

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In Re: : Chapter 11
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: Case No.
W.R. GRACE & CO., et al, : 01-01139 JKF
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: (Jointly
Debtors : Administered)

Monday, May 4, 2009

Continuation of oral
deposition of PETER VAN N. LOCKWOOD,
ESQUIRE, taken pursuant to notice, was
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1 ---
2 INDEX
3 ---
4

5 Testimony of:

6 PETER VAN N. LOCKWOOD, ESQUIRE

7
8 By Mr. Cohn Page 462

9 By Mr. Wisler Page 531

10 By Mr. Mangan Page 544

11 By Ms. Casey Page 549

12 By Mr. Speights Page 563

13 By Mr. Plevin Page 606

14 By Mr. Schiavoni Page 624

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16

17 ---
18 EXHIBITS
19 ---

20 NO. DESCRIPTION PAGE

21 17 Notice of Deposition of
Asbestos PI Committee Pursuant
22 to Rule 30(b)(6) 460

23 18 Exhibit 8 to Exhibit Book 460
24

1 ---
2 DEPOSITION SUPPORT INDEX
3 ---
4

5 Direction to Witness Not to Answer:

6 Page Line Page Line

7 620 11 632 14
8

9
10 Request for Production of Documents:

11 Page Line Page Line

12 NONE
13

14
15 Stipulations:

16 Page Line Page Line

17 12 02
18

19 (Previously)
20

21 Area(s) Marked Confidential:

22 Page Line Page Line

23 NONE
24

1 ---
2 PETER VAN N. LOCKWOOD,
3 ESQUIRE, after having been first
4 duly sworn, was examined and
5 testified as follows:
6 ---

7 PROCEEDINGS
8 ---

9 (ACC 30(b)(6)-17 and 18
10 premarked for identification at
11 this time.)
12 ---

13 MR. COHN: Go ahead,
14 Mr. Schiavoni.

15 MR. SCHIAVONI: I just
16 wanted to object. We have written
17 the Libby claimants separately
18 about this, but we object to them
19 doing any questioning of
20 Mr. Lockwood on the grounds that
21 the Libby claimants are members of
22 the committee; they have not
23 objected to Mr. Lockwood's
24 designation to testify on behalf

1 of the committee; nor have they
2 offered in response to requests
3 any alternative witness to testify
4 on any topics on which they
5 disagree with Mr. Lockwood.

6 We see Mr. Lockwood's
7 testimony and the failure of the
8 Libby claimants to object to the
9 designation of Mr. Lockwood as an
10 adoptive omission by the Libby
11 claimants, and we object to any
12 questioning by them as essentially
13 questioning seeking to impeach
14 their own witness. Thank you.

15 MR. COHN: You are welcome.
16 We will respond to your
17 correspondence, but, for the
18 moment, let's simply say that we
19 reject the basis for your
20 objection.

21 MR. SCHIAVONI: If there are
22 any topics that the Libby
23 claimants object to Mr. Lockwood's
24 designation on, we need to know

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1 what those topics are before this
2 deposition is completed so we can
3 question on those topics.

4 MR. COHN: So far as the
5 Libby claimants are aware,
6 Mr. Lockwood has been properly
7 designated as the spokesman for
8 the Asbestos PI Committee as an
9 entity.

10 So with that, why don't we
11 start.

12 - - -
13 EXAMINATION
14 - - -

15 BY MR. COHN:

16 Q. We didn't do this last time,
17 so let me hand you what has been marked
18 as ACC 30(b)(6) Exhibit-17 and ask
19 whether you recognize it.

20 A. I do.

21 Q. And what is it?

22 A. It's a Notice of Deposition
23 of the ACC by the Libby claimants.

24 Q. Okay. And that's a

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1 haven't discussed my testimony with him,
2 if that's what you are inquiring about.

3 Q. Yes. The next question
4 would be whether you have discussed
5 either the testimony that you have given
6 or the testimony that you are going to
7 give in this deposition.

8 A. I have not discussed that
9 with anybody --

10 Q. Okay.

11 A. -- since Friday, which, I
12 guess, was your question.

13 Q. That was the question.

14 All right. Is it the case
15 that any asbestos PI claimant may elect
16 individual review of his claim?

17 MS. BAIER: Objection to
18 form. Basis? What are you
19 talking about, in the world?

20 MR. COHN: Okay. Let me
21 start again.

22 BY MR. COHN:

23 Q. Let me refer you to the TDP,
24 which has been marked as ACC Exhibit-11.

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1 deposition under Rule 30(b)(6)?

2 A. Correct.

3 Q. And you are the person who
4 has been designated by the Asbestos
5 Claimants Committee to appear on behalf
6 of the committee?

7 A. To my great good fortune,
8 yes.

9 Q. Okay. Now, this deposition
10 was begun on Friday, May 1st; is that
11 correct?

12 A. Yes.

13 Q. And we suspended at about
14 7:45 in the evening?

15 A. As best I can recall, that
16 seems about right.

17 Q. Since that time, have you
18 spoken with your counsel at all?

19 A. Do you mean Mr. Finch?

20 Q. Or any of the lawyers
21 representing you?

22 A. Well, Mr. Finch and I were
23 on a conference call this morning on
24 matters wholly unrelated to this case. I

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1 A. I have it.

2 Q. And ask you under the TDP
3 whether any asbestos PI claimant may
4 elect individual review of his claim?

5 A. As best I can recall,
6 assuming the claimant has not previously
7 elected expedited review and subject to
8 the provisions relating to expedited
9 review, the answer to that question is
10 yes. There are specific provisions in
11 the TDP that address individual review
12 and how it's to be elected and how it's
13 to proceed.

14 Q. And when a claimant properly
15 in accordance with the TDP elects
16 individual review, what happens next?

17 A. Well, that depends, frankly,
18 on how the trustees after consummation of
19 the Plan proceed to establish the claims
20 handling or resolution facility. As of
21 right now, the Grace Trust doesn't exist,
22 doesn't have claims handling facility,
23 and, therefore, there is no specific set
24 of personnel or internal procedures that

1 have yet been created for the mechanical
2 process of claims review.

3 **Q. Based on how similar trusts**
4 **have functioned in other cases, how would**
5 **you expect the Asbestos PI Trust to go**
6 **about the process of deciding what offer**
7 **to make on individual review?**

8 MR. FINCH: Objection, form,
9 foundation.

10 You can answer.

11 THE WITNESS: I do not have
12 enough personal experience with
13 the actual practices of other
14 asbestos trusts to answer that
15 question.

16 It is possible Mr. Inselbuch
17 might be able to better answer
18 that question, although, to some
19 extent, what you are asking for is
20 speculation, because at the end of
21 the day, it's the trustees that
22 will decide how the Trust proceeds
23 to handle claims and not me,
24 Mr. Inselbuch, or the committee

1 be able to give you a somewhat
2 more informed answer.

3 But my understanding of the
4 TDP is that the criteria that you
5 are referring to, which are set
6 forth in Section 5.3(a)(3) are, as
7 a general proposition, applicable
8 to what's called the expedited
9 review process.

10 And, by hypothesis, if you
11 are talking about individual
12 review, you are talking about
13 somebody who is not elected
14 expedited review. And it's my
15 understanding that, again, subject
16 to the specific provisions of the
17 TDP on this, that the trustees can
18 determine to liquidate and pay any
19 claim that they believe based on
20 whatever process they undertake,
21 would be legitimately compensable
22 under applicable state or federal
23 nonbankruptcy law.

24 BY MR. COHN:

1 beyond what is set forth in the
2 TDP itself.

3 BY MR. COHN:

4 **Q. All right. Referring,**
5 **again, to Exhibit-11, if a person does**
6 **not fit the medical criteria for a**
7 **particular disease category set forth in**
8 **Section 5.3(a)(3), does the Trust have**
9 **discretion to allow the claim in that**
10 **category anyway?**

11 MR. FINCH: Objection to
12 form and to the word "allow."

13 MR. COHN: Then why don't I
14 rephrase that.

15 BY MR. COHN:

16 **Q. Referring to the TDP, if a**
17 **person doesn't fit the medical criteria**
18 **for a particular disease category set**
19 **forth in Section 5.3(a)(3), does the**
20 **Trust have discretion to liquidate the**
21 **claim as a claim in that category?**

22 MR. FINCH: Object to form.

23 THE WITNESS: Again, this is
24 something that Mr. Inselbuch might

1 **Q. So failure to meet any**
2 **particular medical criterion that would**
3 **be required to have a claim allowed by**
4 **expedited review -- I didn't mean**
5 **allow -- I mean liquidated expedited**
6 **review would not be fatal to liquidating**
7 **the claim in that category upon**
8 **individual review?**

9 A. That's my understanding,
10 yes.

11 **Q. So, specifically, may the**
12 **Trust choose to liquidate a claim for**
13 **severe disabling pleural disease at the**
14 **level of compensation provided for claims**
15 **for severe disabling pleural disease even**
16 **though the claimant does not have**
17 **blunting of the costophrenic angle?**

18 MR. FINCH: Object to form.

19 THE WITNESS: That is a very
20 compound question, because you
21 started talking about the value.
22 The values, just like the other
23 criteria, are set in the expedited
24 review errors. Individual review

1 the same position and give the
2 same instruction.

3 If you ask about questions
4 that Libby claimants have taken in
5 papers filed in the court, for
6 example, in a Disclosure Statement
7 objections and the bullet point
8 Plan objections and the
9 committee's responses made to that
10 in open court, I will permit
11 Mr. Lockwood certainly to answer
12 those questions.

13 But anything that gets into
14 communications with between the
15 Libby claimants with the rest of
16 the ACC or counsel for the ACC
17 about their respective views of
18 insurance coverage, I am going to
19 take the position as privileged.

20 And so I think you have to
21 do it on a question-by-question
22 basis, but that's my general
23 position.

1 BY MR. SCHIAVONI:

1 you have follow-up until we run
2 out of time.

3 (There was a discussion held
4 off the record at this time.)

5 (There was a break from 3:55
6 p.m. to 4:03 p.m.)

7 - - -
8 EXAMINATION

9 - - -
10 BY MR. BROWN:

11 Q. Mr. Lockwood, just a couple
12 of follow-ups. The court reporter is
13 actually going to read back a question
14 and answer. I think it's probably easier
15 to do that, and then I will ask my
16 follow-up question. It was end of
17 Mr. Wisler's questioning of you.

18 A. Okay.

19 (The reporter read from the
20 record as requested.)

21 BY MR. BROWN:

22 Q. And after that,
23 Mr. Lockwood, Mr. Wisler asked you a
24 follow-up as to what type of claim it

1 Q. Okay. Mr. Lockwood, I just
2 have one other brief topic. And here is
3 the first question on that: Does the
4 Plan purport to release claims that may
5 exist between insurers and Non-Debtors?

6 MR. FINCH: Objection, form,
7 broad, vague.

8 THE WITNESS: Phrased as
9 broadly as you have, I think the
10 answer is yes.

11 MR. SCHIAVONI: Okay. Thank
12 you. I have no further questions.

13 MR. FINCH: Is there anyone
14 else in the room who has
15 questions?

16 MR. BROWN: I have some
17 follow-ups.

18 MR. FINCH: Is there anyone
19 else on the telephone who has not
20 asked questions yet who has
21 questions?

22 (No response.)

23 MR. FINCH: Hearing no
24 affirmative response, I will let

1 would be.

2 And is it correct that the
3 ACC does not have a position on what type
4 of claim it would be if it's not a Class
5 6 claim?

6 A. Well, the ACC doesn't, as
7 such, have positions on hypothetical
8 questions. So, yes, the ACC doesn't have
9 a position on that issue. The ACC --
10 well, I will leave it at that.

11 Q. On Friday, Mr. Cohn asked
12 you a question, who drafted the TDP.
13 That was the question, and you gave an
14 answer which I am happy to show you the
15 full answer. But I WANT to repeat a
16 portion of your answer. You said: "The
17 participants that did it were basically
18 counsel for the ACC, counsel for the FCR,
19 and members of the ACC itself in terms of
20 reviewing and commenting on things, and
21 the FCR himself."

22 When you said the ACC
23 itself, what did you mean?

24 A. I meant --

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1 **Q. I am sorry. When you said**
 2 **members of the ACC itself, what members**
 3 **are you talking about?**

4 A. Well, I was referring to the
 5 personal injury counsel who were the
 6 delegated representatives of the
 7 individual ACC members, if that's what
 8 you are driving at.

9 **Q. That's what I am driving at.**
 10 **And who specifically were**
 11 **they?**

12 A. As far as I know -- well,
 13 the way in which the process works, in
 14 general, is sometimes the ACC has
 15 in-person meetings, sometimes it has
 16 telephonic meetings, sometimes documents
 17 get sent to it by email as PDF
 18 attachments or whatever, and the ACC has
 19 asked do you want to have a meeting or is
 20 this good enough for you. So there is a
 21 variety of ways in which the ACC views an
 22 input as obtained.

23 And my answer was simply
 24 that at the conclusion of a process, the

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1 general proposition, I believe they are
 2 in the Disclosure Statement. If they
 3 are, it's a hell of a lot better
 4 description of them than my memory. I
 5 just --

6 MR. FINCH: There is also an
 7 order entered by the U.S. Trustee
 8 that identifies the 11 individual
 9 members of the ACC and their
 10 counsel, care of their firms.

11 BY MR. BROWN:

12 **Q. That's what I am driving at.**
 13 **I would like to know who the individuals**
 14 **were at their firms that were involved.**

15 A. Well, let me just see. I am
 16 somewhat surprised. The Disclosure
 17 Statement does not appear to contain the
 18 members of the ACC. It just lists the
 19 counsel representing the committee as a
 20 whole. I had misremembered. I had
 21 thought that it did.

22 I can't really remember. I
 23 mean, I know the four -- I identified
 24 four earlier as being involved in the

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1 members of the ACC had weighed in in one
 2 or more of the ways in which I had
 3 described some of them had; they all had
 4 the opportunity to express their views;
 5 and, therefore, the final product was the
 6 product of their input. And there was a
 7 final vote to go forward with the
 8 document.

9 **Q. Okay. And when you say the**
 10 **members, you are talking about their**
 11 **actual personal injury counsel?**

12 A. As far as I know. But,
 13 again, I couldn't tell you whether an
 14 individual personal injury lawyer might
 15 have consulted with his client, the
 16 member, on one or more aspects of the TDP
 17 or, for that matter, even sent the client
 18 a copy of the entire TDP and had a
 19 discussion with him about it. I
 20 certainly couldn't exclude that.

21 **Q. Can you tell me the list of**
 22 **counsel that you are talking about, the**
 23 **actual names?**

24 A. They would be -- as a

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1 discussions with Grace. They are
 2 included. I think there is at least nine
 3 members of the ACC. I do not recall, as
 4 I sit here, who the other five members of
 5 the ACC are. I mean, they are of
 6 record -- strike that. I do not recall
 7 who the other five lawyers for the
 8 members of the ACC are. They are of
 9 record.

10 **Q. But the four to which you**
 11 **are referring is Mr. Budd, Mr. Rice,**
 12 **Mr. Cooney, and Mr. Weitz?**

13 A. Correct.

14 **Q. You were talking about the**
 15 **Trust Distribution Procedures and who**
 16 **drafted them.**

17 **Would your answer be the**
 18 **same with respect to the Trust Agreement?**

19 A. On the Trust Agreement, I
 20 think there was more input from Grace,
 21 and, indeed, I think there may have been
 22 some from counsel from Sealed Air, as I
 23 think about it. And, indeed, now that I
 24 think about it, I think there may have

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1 even been a little input from the Sealed
2 Air counsel on the TDP. But, again, the
3 primary draftspersons were counsel for
4 the ACC and the FCR.

5 **Q. Okay. Can I direct your**
6 **attention to the Plan, which I guess is**
7 **ACC-5, and specifically it's page 70 on**
8 **my copy. It's under Section 7.7**
9 **Conditions to Occurrence of the**
10 **Confirmation Date, specifically condition**
11 **(j).**

12 A. I see it.

13 **Q. Can you just take a moment**
14 **to read that? I have one question on**
15 **that.**

16 A. I have read it.

17 **Q. In the portion of that**
18 **condition dealing with asbestos PD**
19 **claims, second-to-the last line, you will**
20 **see the words "if any" appear there, but**
21 **the same language doesn't appear for**
22 **asbestos PI claims.**

23 **Why?**

1 MR. FINCH: Objection,

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1 demands, or if there are, they
2 will be valid.

3 MR. BROWN: Okay. That's
4 all I have.

5 MR. FINCH: Could you go
6 back to the question I asked you
7 to find and read that question and
8 read the answer, and I will see if
9 I have got any redirect.

10 Does anybody else have any
11 questions?

12 (No response.)

13 MR. FINCH: Hearing none,
14 let me just hear that back.

15 (The reporter read from the
16 record as requested.)

17 MR. FINCH: No questions.

18 I think that is the end of
19 the deposition.

20 (The deposition concluded at
21 4:19 p.m.)
22
23
24

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1 foundation.

2 THE WITNESS: I need to talk
3 to my counsel about this one.

4 (There was a discussion held
5 off the record between the witness
6 and counsel at this time.)

7 MR. FINCH: The discussion
8 was with respect to whether I need
9 to instruct him not to answer the
10 question. He is allowed to answer
11 the question as long as doing so
12 doesn't reveal privileged
13 communication.

14 I think you can answer.

15 THE WITNESS: Barely.

16 The "if any" is in there, as
17 best I can recall, because the
18 Plan proponents -- in contrast of
19 PI, "if any" is under PD. Because
20 the Plan proponents are quite
21 confident that there is going to
22 be lots of future PI demands and
23 are less confident that there is
24 going to be lots of future PD

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1 CERTIFICATE

2
3
4 I HEREBY CERTIFY that the witness
5 was duly sworn by me and that the
6 deposition is a true record of the
7 testimony given by the witness.
8
9
10
11
12

13 _____
14 Lori A. Zabielski

15 Registered Professional Reporter

16 Dated: May 5, 2009
17
18
19
20

21 (The foregoing certification
22 of this transcript does not apply to any
23 reproduction of the same by any means,
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After doing so, please sign the errata sheet and date it.

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ACKNOWLEDGEMENT OF DEPONENT

I, _____, do

hereby certify that I have read the foregoing pages, 1- PGS, and that the same is a correct transcription of the answers given by me to the questions therein propounded, except for the correction or changes in form or substance, if any, noted in the attached Errata Sheet.

WITNESS NAME DATE

Subscribed and sworn
to before me this

_____ day of _____, 20____.

My commission expires:

Notary Public

ERRATA

PAGE LINE CHANGE

LAWYER'S NOTES

PAGE LINE